

Terms and Conditions

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1. Purpose

These Terms and Conditions (“the Terms”) govern the use of the material you are purchasing (the “Material”) and published by the International Road Transport Union (“IRU”) on its iru.org website (the “Site”)

2. Intellectual Property, Usage and Transfer Restrictions

Material

2.1. IRU offers for purchase the Material in digital format for download from the Site. For details as to the Material’s usage rights, please see below.

2.2. The Material may be available for download and use in certain specified formats, for example, Microsoft PowerPoint, Adobe PDF, etc. It is your responsibility to check which format suits your needs best and which will enable you to successfully receive and access any Material before you place an order.

Restrictions on the use of the Material

2.3. Unless otherwise specified and agreed in a written separate agreement, you shall abide by the below restrictions on the use of the Material.

Publication, reproduction, disclosure, or distribution of the Material, or any excerpt, data, analysis, and/or other output therefrom, to any third party, whether for commercial or non-commercial purposes, is prohibited without IRU’s prior written consent.

Publication, disclosure or distribution of any derivative work originating from Material or from any excerpts, data, analysis, and/or other output of the Material, whether for commercial or non-commercial purposes, is prohibited without IRU’s prior written consent.

2.4 Although the Material has been prepared in good faith and with the greatest care, IRU does not guarantee, expressly or implicitly, that the information it contains is accurate or complete, and shall not be held liable for any information it contains nor any inaccuracy or incompleteness of the information it contains. In addition, the findings in the Material are based on the information available during the writing of the Material. The Material is intended for general guidance and illustrative purposes only and does not in any way constitute a recommendation or an endorsement by IRU to invest in one of the markets cited or one of the companies mentioned. IRU shall have no liability as a result of the Material and its contents being used, including any action or decision taken as a result of such use.

3. Purchasing

Eligibility to place an order.

3.1. To be eligible to place an order for the Material, you must:

- be placing an order for yourself; or on behalf of your business and have the necessary authority to do so;

- provide the contact details information required;
- possess a valid credit or debit card issued by a card issuer acceptable to IRU, or be able to pay by bank transfer.

4. Prices and Payment

4.1. The price of the Material quoted on the Site includes VAT.

4.2. IRU currently accepts payment by the following credit cards: Visa, MasterCard, Maestro and UnionPay. You hereby confirm that you are entitled to use the credit card to make the payment.

4.3. Payment via International bank transfer is also offered. If you choose this option, you will then receive by email all bank account details in order to proceed to the payment.

5. Delivery / Accessing Purchased Content

5.1. Once you have submitted your order and your payment details have been confirmed (subject to any delays beyond IRU's control), IRU will send you an e-mail confirming your purchase and containing a special link to access and download the Material

5.2. IRU will maintain this special link active during a minimum of 30 days from the date of the e-mail confirming your purchase. You will have 30 days to download the Material. After this deadline, the Material shall be deemed to have been downloaded.

5.3. This special link allows access to the Material and its download. Please refer to 2.3. *Restrictions on the use of the Material* to understand the restrictions of usage and of the Material.

5.4. IRU makes every effort to deliver orders within an estimated timescale of 10 working days. However, delays occasionally occur due to unforeseen circumstances. Should IRU has to cancel or delay the delivery for any reason, IRU will try to contact you as soon as possible. IRU shall be under no liability for any delay or failure to deliver your order within the estimated timescale.

5.5. Provided that any download IRU has provided to you is not defective, you are fully responsible for any risk of loss of and damage to the Material you have purchased once your download is complete.

6. Cancellation and Termination

Cancelling your order

6.1. IRU may decline your order for any reason, in which case IRU will send you a notification e-mail. If the reason for declining your order is because IRU cannot obtain authorisation of your payment details for any reason, then IRU may invite you to pay by another method.

6.2. Although IRU makes its best endeavours to ensure that all information on the Site is accurate, occasionally errors may occur. Should we be made aware of an error in the description of the Material you have ordered, we will let you know and ask you whether you wish to continue with your order or cancel it. Should we be made aware that the correct price of the Material you have ordered is lower than our stated price, we will charge you the lower amount and process your order. Should the correct price be higher than our stated price, we

will, at our discretion, either contact you for instructions before processing your order or cancel your order and notify you of such cancellation.

6.3. IRU reserves the right to terminate any contract with you if your payment is not processed for any reason, but you have nevertheless received the Material or access to it. In such an event, IRU may notify you in writing of the withdrawal of your right to use the Material and require you to delete the Material from any storage space.

7. Third Party Software

7.1. You acknowledge that you might need to download and activate certain third party softwares in order to download, view and use any of the digital content provided on the Site (e.g. Adobe Reader).

7.2. In order to use such third party software or technology you may have to explicitly accept the terms of a licence agreement with that third party. You acknowledge that IRU has no responsibility or control over such third party software or their licence terms.

8. Privacy Policy

8.1. IRU takes your privacy seriously. Please read the Privacy Policy to see what personal information IRU collects and how it deals with this information.

9. Intellectual Property

9.1. You acknowledge that all copyright, database right, trademarks and all other intellectual property rights in the Material made available via the Site, will at all times remain vested in IRU, which reserve all such rights.

9.2. For information on the restrictions on the use of the Material, please see Article 2.3 above in these Terms.

10. Confidentiality

10.1. The parties to any contract made under these Terms acknowledge that they or their employees may, in the course of performing their responsibilities under these Terms, be exposed to or acquire non-public information which is proprietary to or confidential to either party or third parties to whom they owe a duty of confidentiality ("Confidential Information").

10.2. The parties agree to hold Confidential Information in strict confidence and not to disclose the same to third parties or to use such Confidential Information for any purpose whatsoever other than the provision of content and services to you as contemplated by these Terms and to advise each of its employees who may be exposed to Confidential Information of their obligations to keep such information confidential. This provision shall survive termination of any contract made under these Terms.

11. Complaints

11.1. If you have any complaints, please contact IRU via e-mail at insights@iru.org or by post (at the address below) and IRU will do its best to resolve these.

12. Contact IRU

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